request is unconditional, subject only to a waiver process. The Commission has stated that "[i]n unusual circumstances, space may be so limited in particular central offices that even virtual collocation is infeasible in those locations." The language used by the Commission makes clear that it expects the inability of a LEC to accommodate virtual collocation in a central office because of space limitations to be extremely rare. Even in those rare cases, a LEC must seek a waiver of the requirement that it provide virtual collocation. The tariff language does not conform with the Commission's pronouncements on the subject because it incorrectly indicates that PRTC can unilaterally determine that space is not available and thereby deny a request for virtual collocation.

PRTC cites to the Commission's First Report and Order in CC Docket No. 96-98 for the proposition that "[i]ncumbent LECs are allowed to retain a limited amount of floor space for defined future uses." The language quoted by PRTC limits an incumbent LEC's ability to reserve space only to "defined uses." Even so, the FCC also states that "[w]e do, however, require that incumbent LECs relinquish any space held for future use before denying virtual collocation due to a lack of space unless the incumbent can prove to a state commission that virtual collocation at that point

³³ Expanded Interconnection With Local Telephone Facilities, 9 FCC Rcd at 5174.

³⁴PRTC Direct Case at n. 9.

is not technically feasible. "35 It bears noting that in the case of virtual collocation, a LEC does not need to meet a waiver standard when it claims that it lacks available space to provide physical collocation. The Commission has also stated, with respect to virtual collocation, that "LECs must consider the needs of virtual collocation customers just as they consider the demand for other services in planning space usage."36

In paragraph 99, PRTC is required to explain why it means by the phrase "description of the proposed equipment frame layout" and why it requires such a description from prospective interconnectors. PRTC provides an explanation for the phrase "equipment frame layout" that appears inconsistent with the plain meaning of the phrase itself and the nature of the requirement. The Bureau directed PRTC to explain the meaning of "equipment frame layout" because it plainly appears to require that the requesting interconnector provide PRTC with the layout of the equipment in the central office. As the Bureau correctly point out, a prospective interconnector cannot be expected to be familiar with the layout of PRTC's central offices.

In an effort to avoid having to respond to a series of logical questions from the Bureau at paragraphs 99-100 concerning this requirement, PRTC explains that its requirement that a requesting

³⁵Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, FCC 96-325 at ¶ 606 (1996).

³⁶Expanded Interconnection With Local Telephone Facilities, 9 FCC Rcd at 5174.

interconnector provide it with a "description of the proposed equipment frame layout" merely means that the requesting interconnector must provide PRTC with information concerning "the type and size of the equipment, the environment required for the equipment, power requirements, the desired wiring requirements, and other requirements for the proper operation equipment."37 This is hardly the provision of an equipment layout. Moreover, if this is what PRTC intended by the use of "equipment layout," then why does it provide the frame requesting interconnector with the option of allowing PRTC to specify the equipment frame layout?38 If PRTC already has the information that it now claims it intended should be provided by the requesting interconnector as an "equipment frame layout," why has established this procedure? If PRTC has truly ascribed a different meaning to the "equipment frame layout" requirement than is otherwise plainly discernable, it should be required to revise its tariff language to clearly explain what is required of the requesting interconnector.

In paragraph 101, the Bureau directs PRTC to "[i]dentify the time intervals for installation of equipment that is used to provide DS1 and DS3 special and switched access services." PRTC provides no such identification. It appears that PRTC believes

³⁷PRTC Direct Case at 22.

³⁸PRTC Tariff FCC No. 1, Section 18.3 at 18.4; Designation Order at ¶ 100.

 $^{^{39}}$ Designation Order at ¶ 101; PRTC Direct Case at 24.

estimate an appropriate provisioning interval for VEIS and, therefore, it need not answer the Bureau's question. PRTC's logic is falsely premised in that the lack of a VEIS customer does not excuse it from tariffing a provisioning interval that prospective VEIS customers can consider in deciding whether to take the service. It also reaches a false conclusion in that the Bureau asked a discrete non-comparative question which sought provisioning interval information for PRTC's DS1 and DS3 special and switched access services. At a minimum, such information provides some sort of a provisioning interval baseline.

In paragraph 108, PRTC is directed to explain why its tariff does not state that it will comply with the standard in the Virtual Collocation Order that "at a minimum, the time intervals and failure rates that apply to LEC equipment for DS1 and DS3 special access and switched transport services." In light of PRTC's statement that it will comply with that standard, there is no reason why PRTC should not be directed to revise its tariff to include this commitment.⁴⁰

Also in paragraph 108, the Bureau directs PRTC to explain why it would not be reasonable to inform interconnectors of PRTC's specific installation, maintenance and repair intervals by including appropriate language in its tariff. PRTC's response is to claim that its lack of experience with VEIS prevents it from

⁴⁰PRTC Direct Case at 28; 9 FCC Rcd at 5172.

estimating maintenance and repair intervals for collocation services. This repeated excuse is no more effective in this context than it is in others.

Wherefore, for all of the foregoing reasons, PRTC's Transmittal No. 2 is unlawful. Accordingly, Centennial requests that the Bureau find that the transmittal is unlawful and require PRTC to withdraw its VEIS offering with instructions to refile in a manner consistent with the Bureau's directions.

Respectfully submitted,

CENTENNIAL CELLULAR CORP.

Richard Rubin

Robert E. Stup, Jr.

Its Attorneys

Fleischman and Walsh, L.L.P. 1400 Sixteenth Street, N.W., Suite 600 Washington, D.C. 20036 (202) 939-7900

April 25, 1997

⁴¹PRTC Direct Case at 29.

Table 1 - Cost Comparison of PRTC with RBOCs

Total Plan	nt In	Service/Line	TPIS (exc)	luding	loops)/Line
Ameritech	\$	1,437	Ameritech	\$	796
Bell Atlantic	\$	1,615	PRTC	\$	903
PacTel	\$	1,623	PacTel	\$	933
NYNEX	\$	1,875	Bell Atlantic	\$	951
PRTC	\$	1,904	SWBT	\$	1,075
SWBT	\$ \$ \$ \$ \$ \$	1,964	BellSouth	****	1,086
US West	\$	2,023	NYNEX	\$	1,095
BellSouth	\$	2,038	US West	\$	1,195
Mean	\$ \$	1,810	Mean	\$	1,004
Standard Dev.	\$	222	Standard Dev.	\$	130
PRTC Variance	\$	94	PRTC Variance	\$	(101)
Variance/			Variance/		
Std. Dev.	\$	0.423	Std. Dev.	\$	0.780
Switching	Inve	stment/Line	Transport	Inves	tment/Line
Ameritech	\$	287	PRTC	\$	tment/Line 41
Ameritech Bell Atlantic	\$ \$	287 305	PRTC BellSouth	\$ \$	▼
Ameritech Bell Atlantic PacTel	\$ \$	287 305 312	PRTC BellSouth PacTel	\$ \$ \$	41
Ameritech Bell Atlantic PacTel PRTC	\$ \$	287 305 312 314	PRTC BellSouth	\$ \$ \$	41 57
Ameritech Bell Atlantic PacTel PRTC BellSouth	\$ \$	287 305 312 314 357	PRTC BellSouth PacTel Bell Atlantic SWBT	\$ \$ \$	41 57 65
Ameritech Bell Atlantic PacTel PRTC	\$ \$	287 305 312 314	PRTC BellSouth PacTel Bell Atlantic	\$ \$ \$	41 57 65 73
Ameritech Bell Atlantic PacTel PRTC BellSouth	\$ \$	287 305 312 314 357	PRTC BellSouth PacTel Bell Atlantic SWBT	*****	41 57 65 73 97
Ameritech Bell Atlantic PacTel PRTC BellSouth SWBT	\$	287 305 312 314 357 357	PRTC BellSouth PacTel Bell Atlantic SWBT Ameritech	\$ \$	41 57 65 73 97 103
Ameritech Bell Atlantic PacTel PRTC BellSouth SWBT USWest	\$ \$	287 305 312 314 357 357 383	PRTC BellSouth PacTel Bell Atlantic SWBT Ameritech US West	*****	41 57 65 73 97 103 105
Ameritech Bell Atlantic PacTel PRTC BellSouth SWBT USWest NYNEX Mean	****	287 305 312 314 357 357 383 410	PRTC BellSouth PacTel Bell Atlantic SWBT Ameritech US West NYNEX	*******	41 57 65 73 97 103 105
Ameritech Bell Atlantic PacTel PRTC BellSouth SWBT USWest NYNEX Mean S	****	287 305 312 314 357 357 383 410	PRTC BellSouth PacTel Bell Atlantic SWBT Ameritech US West NYNEX Mean	******	41 57 65 73 97 103 105 119

Source:

All information calculated from publicly available sources: ARMIS Reports 43-02, 43-04, and 43-07, as of 12/31/95, and 1995 FCC Statistics of Common Carriers.

CERTIFICATE OF SERVICE

I, Robert S. Childress, a secretary at the law firm of Fleischman and Walsh, L.L.P., hereby certify that a copy of the foregoing "Comments On Direct Case" was served this 25th day of April, 1997, via first class mail, postage prepaid, upon the following:

*William F. Caton Acting Secretary Federal Communications Commission 1919 M Street, N.W. Room 222 Washington, D.C. 20554

*ITS 2100 M Street, N.W. Room 140 Washington, D.C. 20037

*Competitive Pricing Division Common Carrier Bureau 1919 M Street, N.W. Room 518 Washington, D.C. 20554

Joe D. Edge, Esq.
Tina M. Pidgeon, Esq.
Drinker Biddle & Reath
901 15th Street, N.W.
Suite 900
Washington, D.C. 20005

Robert S. Childress

*Via Hand Delivery